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FORM B

ARIZONA CORPORATION COMMISSION

2001 MAR -5 A 11:53

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Interexchange Services as a Reseller

AZ CORP COMMISSION
DOCUMENT CONTROL

Mail original plus 10 copies of completed application to:

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.

Type of Service: _____
Docket No.: _____ Date: _____

Type of Service: _____
Docket No.: _____ Date: _____

For Docket Control Only:
(Please Stamp Here)

T-03998A-01-0198

Docket No. _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the Applicant:
VISTA VOICE & DATA, INC. 602-385-4901
130 N. Central 3rd Floor
Phoenix, AZ 85004

(A-2) If doing business (d/b/a) under a name other than the Applicant's name listed above, specify:
N/A

(A-3) The name, address, telephone number, facsimile number, and Email address of the management contact:
Charles J. Davis Office: 602 385 4901
PO Box 25459 Fax: 602 385 4902
Phoenix, AZ 85002-5459 email: cdavis@vistavdi.com

- (A-4) The name, address, telephone number, facsimile number, and Email address of the Attorney and/or Consultant, if any, representing the Applicant:

Gallagher & Kennedy
PO Box 61504
Phoenix, AZ 85082
602-536-8000

- (A-5) What type of legal entity is the Applicant?

Sole proprietorship

Partnership: ___ limited, ___ general, ___ Arizona, ___ Foreign

Limited liability company

Corporation: ___ "S", ___ "C", ___ non-profit, ☒ Arizona, ___ Foreign

Other, specify:

- (A-6) Include Attachment "A". Attachment "A" must include a copy of the Applicant's authority to transact business in the State of Arizona, as well as a list of the names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

See attached

- (A-7) (a) Is your company currently reselling telecommunication services in Arizona? If "yes", provide the date or the approximate date that you began reselling service in Arizona.
See attached
- (b) If the answer to question (a) is "yes", identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached) (there is no copy of this attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.
See attached
- (c) If the answer to question (a) is "no", when does your company plan to begin reselling service in Arizona?

- (A-8) Include Attachment "B." Attachment "B", your proposed tariff, must include proposed rates and charges for each service to be provided. State the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

See attached

The Arizona Corporation Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists.

Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (see Rule R14-2-1109 (B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

(A-9) The geographic market to be served is:

Statewide.

Other. Describe the area.

(A-10)

(a) List the states in which you currently offer services similar to those you intend to resell in Arizona. N/A

(b) List the states in which you have been approved to offer services similar to those you intend to resell in Arizona. N/A

(A-11) Provide the name, address, and telephone number of the company's complaint contact person.

Nancy Considine
PO Box 25459
Phoenix, AZ 85002
602 385 4901

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and were either granted the authority with major changes and conditions, or had grant your application for those services denied. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

N/A

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

NO

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints? Also, provide copies of Commission orders that have resolved any of these complaints.

NO

(A-15) Has the Applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the Applicant been involved in investigations and why is the Applicant being investigated?

NO

(A-16) Has the Applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

NO

B. Technical Information

- (B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Time Warner Telecom (formerly GST) and XO Communications

Include Attachment "C". Attachment C should provide the following information: A diagram of the Applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the Applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the Applicant's intrastate traffic).

- (B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

yes

C. Financial Information

- (C-1) Include Attachment "D" which **must** include a copy of your Company's balance sheet, income statement, audit report (if audited), and all related notes to these financial statements for the two most recent years your Company has been in business.

The books are in the process of being completed for years 1999 and 2000.

- (C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

May 1996

- (C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet.

This information will be available when books are complete.

- (C-4) If your Company is a subsidiary, please provide your Parent Company's financial statements, in addition to your Company's financial statements.

N/A

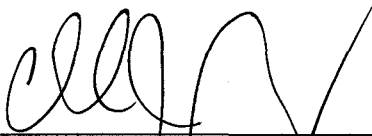
- (C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure. This statement should also affirm that it will guarantee re-payment of customers' advances, prepayments, or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits. N/A

(C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services?

YES ☒ (If "yes", provide an explanation of how and when these customer advances, prepayments, or deposits will be applied or reference the terms and conditions section of your Company's tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

NO ☐ (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments, or deposits, it may be required to submit updated financial statements as part of the tariff amendment process.)

I certify that if the Applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the Applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

2/19/2001

(Date)

Charles J. Davis

(Print Name of Authorized Representative)

President / CEO.

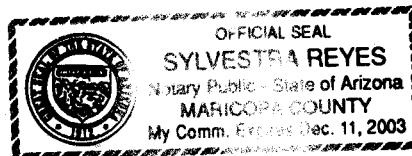
(Title)

SUBSCRIBED AND SWORN to before me this 1st day of March, 2001



NOTARY PUBLIC

My Commission Expires 12-11-2003



Attachment A

Owners:

Gary S. Davis	47.5% of issued stock
Richard A. Davis	47.5% of issued stock
Donald L. Geffre	5.0% of issued stock

Officers:

Charles J. Davis	President/C.E.O.
Gary S. Davis	Secretary
Richard A. Davis	Treasurer



**ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION**

1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

**MUST BE
DISPLAYED IN A
CONSPICUOUS PLACE**

T R A N S A C T I O N P R I V I L E G E T A X L I C E N S E

-NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 6, ARTICLE 1.

ISSUED
TO

VISTA VOICE & DATA INC
C/O CHARLES J DAVIS
PO BOX 25459
PHOENIX

AZ 850025459

07-531078-E

ALL communications
and Reports MUST
REFER to this
LICENSE NO.

05 BUSINESS CODE

10-01-96 EFFECTIVE DATE

----- (DBA) VISTA VOICE & DATA INC
----- 130 N CENTRAL AVE #303
PHOENIX

AZ 85004

(REISSUE) 03-25-99

PRINT DATE

Attachment B (A-8): Proposed rates

Note: Deposits will apply for certain services based on credit reports.

<u>Type of service</u>	<u>Tariff maximum</u>	<u>Price to be charged</u>
Long distance:		
-Interstate	\$.15 / minute	\$.10 / minute
-Intrastate	\$.15 / minute	\$.10 / minute
-Toll-free	\$.18 / minute	\$.15 / minute
-Calling Card	\$.25 / minute	\$.20 / minute
Line Lease:		
-Analog Dialtone	\$35.00 / channel	\$30.00 / channel
-Digital Dialtone	\$32.50 / channel	\$27.50 / channel

A-7: Types of telecommunication services resold

Note: Operator services are not resold. The direct cost is passed on to the end-user.

<u>Type of service</u>	<u>Number of customers</u>	<u>Number of intrastate minutes</u>
Long Distance	33	4046.30
Line Lease	08	n/a

C-6: Explanation of prepayments or deposits

For certain services, deposits may be required. Please see the attached credit application.

Credit Application

Telecommunications Services Agreement

Estimated Monthly Charges: _____ (Attach Copy of Previous Carrier's Statement of Account.)

Complete Firm Name: _____ Years at Current Address: _____

Legal Name of Corporation (if different): _____ Years in Business: _____

Taxpayer I.D.# (required): _____ State of Incorporation: _____

Current Address: _____

Billing Address: _____

Business Phone: _____ Fax No: _____

Type of business in which you are engaged: _____ No. of Employees: _____

Dun & Bradstreet No.: _____ Are you currently under Chapter 11 bankruptcy protection? _____

LIST PARENT COMPANY, IF APPLICABLE:

Parent: _____ Address: _____

LIST COMPLETE NAMES OF ALL PRINCIPALS, PARTNERS OR ANY MAJOR SHAREHOLDERS:

☐ Sole Proprietor Owner's Name: _____ S.S.N.: _____

☐ Partnership Partner's Name: _____ S.S.N.: _____

Partner's Name: _____ S.S.N.: _____

☐ Corporation Officer: _____ Title: _____

Officer: _____ Title: _____

REFERENCES:

Bank: _____ Name: _____ City/State: _____ Phone #: _____ Bank Officer: _____ Acct. 1: _____

Acct. 2: _____

General Trade References (with whom applicant has conducted business in last twelve (12) months.):

Firm: _____ City/State: _____ Phone #: _____ Contact: _____

Firm: _____ City/State: _____ Phone #: _____ Contact: _____

Firm: _____ City/State: _____ Phone #: _____ Contact: _____

The undersigned hereby certifies that the information included with this credit application is correct and contains no misstatements or misrepresentations to the best knowledge of the undersigned. The undersigned authorized Vista Voice & Data, Inc. or its representatives to contact the references named above and to verify all data furnished by the undersigned. Applicant has read and agrees to the terms and conditions on the reverse side of this application. Copy of Customer's Audited Financial Statements may be required for review.

Credit Authorization: _____

Date: _____

Estimated Monthly Charges: _____ (Attach Copy of Previous Carrier's Statement of Account):

Name (first, middle, last): _____ S.S.N.: _____

Current Address: _____ Years at current address: _____

Previous address (if current address less than 2 years): _____

REFERENCES:

Bank: _____ Name: _____ City/State: _____ Phone #: _____ Bank Officer: _____ Acct. 1: _____

Acct. 2: _____

Credit Cards: _____ Name: _____ City/State: _____ Phone #: _____ Bank Officer: _____ Acct. 2: _____

1. _____

2. _____

The undersigned hereby certifies that the information included in this credit application is correct and contains no misrepresentations to the best of knowledge of the undersigned. The undersigned authorizes Vista Voice & Data, Inc. or its representatives to contact the references named above and to verify all data furnished by the undersigned. Applicant has read and agrees to the terms and conditions on the reverse side of this application.

Credit Authorization: _____

Date: _____

For value received, and in consideration of the credit heretofore and hereafter extended to Customer by Vista Voice & Data, Inc., the undersigned ("Guarantor") guarantees the full and prompt payment when due of all indebtedness owed to Vista Voice & Data, Inc. by customer, and all indebtedness owed to Vista Voice & Data, Inc. by all successors and assigns Customer, and by all other entities now or hereafter owned or controlled by Customer. If more than one party enters into this Guaranty Agreement, the obligations of the Guarantors shall be joint and several.

GUARANTORS(S):

Name: _____

S.S.N.: _____ Date: _____

Name: _____

S.S.N.: _____

Vista Voice & Data, Inc.

Telecommunications Service Agreement

1. **Representations of Warranties:** Customer, and the person(s) signing this Application, represent and warrant to Vista Voice & Data, Inc. (hereinafter referred to as "Vista") that:
 - a. The person executing on behalf of Customer has the authority and power to execute this Application;
 - b. The information in this Application is true and correct;
 - c. Customer conducts a bona fide business and is in compliance with the laws, ordinances and regulations;
 - d. Customer will give Vista written notice of any and all entities in which Customer has any direct or indirect ownership and that may conduct business with Vista. This Application and the Guaranty Agreement shall apply to and evidence the guaranty of any indebtedness of those entities.
2. **Vista Right to Terminate Service:** Vista by written notice to Customer, may immediately discontinue service or reject an application for services for any of the following reasons:
 - a. a breach by Customer if the Representations and Warranties or the Payment Term provisions of this application
 - b. any violation by Customer of any law, rule or regulation (including applicable tariff's) which applies to Vista services;
 - c. Vista's inability jto furnish service to Customer because of any law, rule, court order or other government regulation or interference;
 - d. Any unauthorized use of Vista's service or any violation by Customer of the terms and conditions of this application for credit or service orders submitted herewith or in the future;
 - e. Any event, transaction or occurrence outside other control of Vista;
 - f. The failure of Customer to provide a satisfactory deposit in accordance with paragraph 5.
3. **Service and Payment Terms: Net on receipt of invoice.** Customer agrees to pay Vista all long distance charges and in addition thereto: (a) all local access charges; (b) all mileage and equipment charges; (c) any and all federal, state or local taxes which may apply to Vista services provided, and (d) any and all Cancellation Charges which may be assessed against Customer. Customer's account becomes delinquent if payment is not received by Vista on or before 15 (fifteen) days from the billing date found on the invoice. Customer agrees to pay a service charge of \$35.00, or the maximum allowed by law, for any of Customer's checks returned to Vista because of insufficient funds or for any other reason which prevents Vista from processing the check upon its receipt. Customer acknowledges that Vista Voice & Data, Inc. may assign all accounts with customer to a financing entity. In the event, customer agrees not to assert against the assignee any defenses or claims they may have at any time against Vista Voice & Data, Inc.
4. **Interest Charge:** Customer agrees to pay Vista the lesser of an annual rate of interest of 18% (or a monthly rate of 1.5%) or the maximum rate allowed by law on all accounts that are delinquent. If the transactions contemplated by this Application would be usurious, Vista and Customer and Guarantor agree (a) that the amount contracted for, charged or received by Vista which constitutes interest shall not exceed the maximum amount of interest allowed by law and (b) that any excess interest which is above that allowed by law shall be credit or paid to Customer.
5. **Deposits:** Vista reserves the right to **Require at any Time** a security deposit from Customer up to an amount equal to the lesser of (a) twelve (12) months usage, actual or estimated, or (b) the maximum amount allowed by tariff or applicable laws and regulations.
6. **Damages:** Vista shall not be liable for any consequential, incidental, indirect or special damages.
7. **Default:** In the event of default, it is agreed that Debtor will pay all costs and expenses in collecting Debtor's account. At the option of Vista, any legal action to collect this account may be brought in Maricopa County, State of Arizona.
8. **Effect of Tariffs:** Any and all tariffs filed by Vista and related provisions are made a part of this Application and the Guaranty Agreement. This Agreement shall control any inconsistency between the tariff and the terms and conditions of this Application or the Guaranty Agreement
9. **Approval by Vista:** This application for Commercial is a solicitation by Customer to Vista for an offer to sell Customer long distance and related products and services. Until such offer is made by Vista and accepted by Customer there is no contract obligating Vista to provide any goods or services to Customer. No offer will be made by Vista until Customer's credit worthiness has been investigated and approved by Vista.
10. **Scope of this Application:** This Commercial Credit Application and the terms and conditions set out above shall apply to all transactions, accounts between Vista and Customer, whether now existing or arising in the future.